

10 March 1851. 14 VICT.



(Ireland.)

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TO

Encourage and facilitate the granting of Leases on
Incumbered Estates in Ireland.

[Note.—The Words printed in *Italics* are proposed to be inserted
in Committee.]

WHEREAS an Act was passed in the Session of Parliament held in the Twelfth and Thirteenth Years of the Reign of Her present Majesty Queen Victoria, intituled "An Act 12 & 13 Vict. c. 77.
5 " further to facilitate the Sale and Transfer of Incumbered Estates in Ire-
" land," and by the said Act Provision was made for the Appointment
of Commissioners for the Execution of the said Act, under the Style of
"The Commissioners for the Sale of Incumbered Estates in Ireland,"
and with a Common Seal: And whereas great Hardship and Incon-
10 venience have arisen by reason of the Uncertainty and Insecurity of
the Tenure of Persons holding and occupying Land within the Pro-
visions of the said recited Act; and it is expedient to empower the
said Commissioners to grant Leases of any Land for the Sale of which
an Absolute Order shall have been made under said recited Act, as
15 hereafter provided: Be it therefore enacted by the Queen's most
Excellent Majesty, by and with the Advice and Consent of the Lords
Spiritual and Temporal, and Commons, in this present Parliament
assembled, and by the Authority of same,

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I. That

Power to
Commissioners of
Incumbered
Estates to
grant Leases
under this
Act to
Tenants of
such Estates
in certain
Cases.

I. That it shall and may be lawful to and for the Commissioners to grant such Leases as hereafter provided of any Land for the Sale of which an Absolute Order shall have been made, under said recited Act, and which shall have been rated at the Sum of *Twelve Pounds* for the Relief of the Poor, to any Person who shall hold, possess, or 5 occupy the same as Tenant from Year to Year, or at Sufferance or Will, or for any Term whereof not more than *Seven Years* shall be unexpired, and who shall have been in the Tenure, Possession, or Occupation of the same for *Three Years* next preceding the Presentation of such Petition as herein-after mentioned, and who shall present such 10 Petition, and adduce such Evidence in support thereof as hereafter mentioned: Provided always, that for the Purposes of this Act the Tenure, Possession, or Occupation of any former Tenant or Tenants from whom the Person presenting any such Petition as herein-after mentioned shall claim to be entitled to the Lands to which such 15 Petition shall relate, in uninterrupted Succession, by Purchase, Gift, Devise, Bequest, Descent, or Representation, be deemed to be the Tenure, Possession, or Occupation of such Person.

Mode of
Application
for such
Leases.

II. That it shall be lawful for any Person who shall hold or occupy and shall have held or occupied as such Tenant and for 20 such Period as aforesaid any Land for the Sale of which an Absolute Order shall have been made under said recited Act, and which shall have been rated as aforesaid, at any Time previous to the Sale of such Land, to present a Petition in Writing to the Commissioners, setting forth the Land so held and occupied by him, the Amount 25 at which the same shall have been rated as aforesaid, the Nature of his Tenure or Occupation, the Period for which he shall have held and occupied the same, the Rent at which he shall have held and occupied the same, and the Arrears (if any) of such Rent due at the Date of the Presentation of such Petition up to the last preceding 30 Gale Day; and praying the Commissioners to grant him a Lease of such Land.

Preliminary
Inquiry and
Valuation to
be made by
Commissioners.

III. That if it shall appear, by any Petition so presented as aforesaid, that the Person presenting the same would be entitled to a Lease under the Provisions of this Act if the Statements therein 35 contained were true, the Commissioners shall with all convenient Speed inquire into the Truth of such Statements, and shall require such Evidence in support of the same, on Oath or otherwise, as they shall consider necessary or proper, and shall cause a Valuation to be made of the Land to which such Petition shall relate, and 40 likewise an Estimate of the annual Rent at which the same ought reasonably to be let.

IV. That

- IV. That if the Commissioners shall be satisfied of the Truth of the Statements contained in any such Petition, they shall, at the Request and in the Option of the Person presenting the same, grant, execute, and deliver to such Person a Lease under their Common Seal of the Land to which such Petition shall relate, for any Term not exceeding *Thirty-one* Years, at such annual Rent as to them shall appear reasonable, and with, under, and subject to the Exceptions, Reservations, Covenants, and Provisions contained in the Form of Lease set forth in the Second Schedule to this Act annexed, or a Lease under their Common Seal of such Land for a Term of *Nine hundred and ninety-nine* Years, at *Three Fourths* of such annual Rent as aforesaid, on Payment of a Fine or Premium equal in Value to the remaining *One Fourth* thereof, to be estimated at *Sixteen* Years Purchase, such Lease to be made with, under, and subject to the Exceptions and Reservations, Covenants and Provisions, contained in the said Form set forth in the Second Schedule to this Act, save and except the Covenant therein numbered Three.

Commissioners, if satisfied, to grant Leases for 51 Years at annual Rent in Form in Schedule.

or Leases for 999 Years at reduced annual Rents, on Payment of Fines in like Form, except, &c.

- V. Provided always, That before the said Commissioners shall grant, execute, and deliver any such Lease as last aforesaid, the Person petitioning for the same shall pay the Amount of the Fine or Premium payable in respect thereof into the Bank of Ireland, to an Account to be there opened in the Name of the Commissioners, and to the Credit in each Case of the Estate which, or Part of which, shall be comprised in such Lease, or as the Commissioners by General Rule or Special Order shall direct; and on the Notification by the said Bank to the Commissioners of the Receipt of the Money, the Commissioners shall execute the said Lease, and endorse thereon a Certificate of such Payment, and deliver the said Lease, so endorsed, to such Person as aforesaid; and on such Payment into the Bank the Person paying the same shall be discharged from all Liability in respect of the Money so paid by him; and such Certificate of the Commissioners shall be Evidence of such Payment, and the Money to be paid into the Bank in respect of any Lease as aforesaid shall be applied in the same Manner as the Money to be received under any Sale of the Land comprised in such Lease under the said recited Act.

Payment and Application of such Fines.

- VI. Provided always, That, previously to the Commissioners granting, executing, and delivering any Lease under the Provisions of this Act, the Person applying for the same shall pay to the Person or Persons entitled to receive the same all Arrears of Rent which shall be due from him in respect of the Land to which such Lease shall relate up to the Gale Day next preceding the Day of the Date of such Lease, and from which Gale Day the Term to be granted by

Every Lessee to pay all Arrears of Rent due from him.

Every Lease to execute a Counterpart.

such Lease and the half-yearly Days for the Payment of the Rent to be thereby reserved shall be computed; and such Person shall produce to the Commissioners satisfactory Proof of the Payment of the said Arrears: Provided also, that upon the Execution of any such Lease as aforesaid the Lessee therein named shall execute a 5 Counterpart of the same, which shall go and belong to the Person or Persons who for the Time being shall be entitled to the Receipt of the Rents and the Benefit of the Covenants therein contained, under the Provisions of this Act.

No Lease to be executed unless Lands are sold, or unless Order for Sale of same remains in force for Six Months.

VII. Provided always, That no Lease shall be made or executed 10 under the Provisions of this Act unless the Land to which such Lease shall relate shall be actually sold under the said recited Act, or unless the Absolute Order for the Sale of the said Land shall remain unvacated and in force for the full Period of Six Calendar Months from the Date of such Order.

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Operation and Construction of Leases.

VIII. That every Lease to be actually executed and delivered by the Commissioners under the Provisions of this Act shall be a good, valid, and subsisting Lease, to all Intents and Purposes whatsoever, in the same Manner as if the same had been made by a Person who was seised of the Land comprised therein for an Estate of Inheritance 20 in Fee Simple in possession, free from all Incumbrances, and shall not be void or voidable by reason of any of the Qualifications, Conditions, or Provisions of this Act having been disregarded or not complied with; and that every Lease executed according to the Form and pursuant to the Directions contained in the Schedules to the 25 Act, unless any Exception be specially made therein, shall be held and construed to include all Outhouses, Buildings, Barns, Stables, Yards, Gardens, Cellars, ancient and other Lights, Paths, Passages, Ways, Watercourses, Easements, and Appurtenances whatsoever to the Lands and Tenements therein comprised belonging or in 30 anywise appertaining.

Saving of Rights of Common, &c.

5 & 6 Vict. c. 99.

10 & 11 Vict. c. 32.

IX. Provided always, That any such Lease as aforesaid shall not prejudice or affect any Right of Common or any Right of Way or other Easement, or any Rent-charge in lieu of Tithes, Crown Rent or Quit Rent, charged upon or issuing out of any Land, or any Charge 35 made by virtue of an Act passed in the Sixth Year of the Reign of Her present Majesty, intituled "An Act to promote the Drainage of Lands, and Improvement of Navigation and Water Power in connexion with such Drainage, in Ireland," and the Acts amending the same, or by virtue of an Act passed in the Tenth Year of 40 the Reign of Her present Majesty, intituled "An Act to facilitate the Improvement of Landed Property in Ireland."

X. That

X. That in the meanwhile, and until the Sale of the Land comprised in any such Lease under the said recited Act, the Person or Persons who would have been entitled to receive the Rents and Profits of the said Land if such Lease had not been executed, and his or their Real or Personal Representatives, shall be entitled to receive the Rent reserved on such Lease, and to the Benefit of the Covenants to be contained therein, and to all Powers, Authorities, Rights, and Remedies whatsoever for the Recovery of such Rent and the Enforcement of such Covenants, in the same Manner as if he or they had been the Lessors instead of the Commissioners; and that after the Sale of such Land the Purchaser or Purchasers thereof, and his or their Real or Personal Representatives, (according to the Nature of the Estate or Interest sold or conveyed to him or them in such Land by the Commissioners,) shall be so entitled as last aforesaid.

Rent and Covenants reserved on Leases.

XI. That every Sale of Land under the Provisions of the said recited Act shall be made subject and without Prejudice as well to any Lease or Leases actually granted and executed of the same or any Part thereof by the Commissioners under the Provisions of this Act as also to any Lease or Leases to be thereafter granted and executed by them as aforesaid in pursuance of any Petition or Petitions presented to them previously to such Sale.

Sales of Lands to be subject to Leases under this Act.

XII. That all Leases to be granted under this Act, and the Counterparts thereof, shall be free of all Fees or Charges to the Commissioners or their Officers, or otherwise in respect of the same, save and except Stamp Duty.

Leases to be free of Charges, except Stamp Duty.

XIII. That the Commissioners shall frame, and cause to be printed, Notices containing an Abstract of the Second, Third, Fourth, Eleventh, and Twelfth Sections of this Act, and shall cause the same to be served on the Tenants or Occupiers, Tenant or Occupier, of any Land for the Sale of which an Absolute Order shall have been made under the said recited Act, or left at their or his Places or Place of Abode, by the Solicitor or Agent having the Carriage of the Proceedings under the said Order.

Notices of this Act to be framed and served on Tenants or Occupiers of Incumbered Estates.

XIV. That the Commissioners shall frame, and cause to be printed, and circulated or promulgated, as they shall see Occasion, Forms of Petitions to be presented to them under this Act, indicating the Particulars of the Information required by the said Commissioners.

Commissioners to promulgate Forms.

XV. That the Commissioners shall from Time to Time make such General Rules as they may think best for regulating the Course of Procedure under this Act, and securing the due Execution hereof.

Commissioners to make Rules.

*Powers of
Incumbered
Estates Act
to extend to
this Act.*

XVI. That all and every the Powers, Privileges, Authorities, and Provisions relative to the Commissioners contained in the said recited Act shall, so far as the same shall be applicable, be held to apply to them in the Execution of this Act.

*Schedules to
be Part of
the Act.*

XVII. That in the Construction and for the Purposes of this Act 5 the Schedules hereunto annexed shall be deemed and taken to be Part of this Act, and the Words "the Commissioners" in this Act and the said Schedules shall mean "the Commissioners for the Sale of Incumbered Estates in Ireland."

XVIII. That this Act shall extend to Ireland only.

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SCHE-

SCHEDULES to which this Act refers.

FIRST SCHEDULE.

Directions as to the Form in the Second Schedule to this Act.

1. The Commissioners in the Use of this Form may substitute for the Word "Lessee" any Name or Names, as also the Description of any Person or Persons, where they may deem it advisable.

2. The Commissioners may insert the Plural for the Singular Number, and the Feminine Gender for the Masculine.

SECOND SCHEDULE.

Form of Lease under Statute 14 and 15 Victoria, Chapter

This Indenture, made the _____ Day of _____ One thousand eight hundred and fifty-_____, in pursuance of an Act of the Fourteenth and Fifteenth Years of the Reign of Her Majesty Queen Victoria, intituled "An Act to encourage and facilitate the granting of Leases of Incumbered Estates in Ireland," between the Commissioners for the Sale of Incumbered Estates in Ireland of the one Part, and [here insert Name and Description of Lessee] of the other Part, witnesseth, That the said Commissioners do hereby demise unto the said [Lessee] his Executors, Administrators, and Assigns, all, &c., [Parcels], excepting all Timber and other Trees, Saplings, and Underwoods, growing or to grow on the said demised Premises, with full Power and Authority to the Person or Persons for the Time being entitled to the Receipt of the Rent hereby reserved and to the Benefit of the Covenants herein contained, and others by him or them authorized, to view, cut down, manage, dispose of, or carry away the same; and also excepting all Mines, Minerals, and Quarries now found or hereafter to be found on the said Premises, with full Power of Ingress and Regress to such Person or Persons as last aforesaid, and others by him authorized, to search for, work for, dig for, sink Pits for, manage, dispose of, or carry away the same, or the Produce thereof; and also excepting and reserving to such Person or Persons as last aforesaid, and others by him or them authorized, full Power of Ingress and Regress to lay out, make, use any Farm or Occupation Road or Roads on or through the said demised Premises, for the Occupation or Use of the said Premises or any other Part of the

Lands or Estates of such Person or Persons, or to make any Drain or Drains or Watercourses on or through the said demised Premises, for the Use of the same or of any other Part of the Lands or Estate of such Person or Persons, making reasonable Compensation for the Waste, Spoil, and Destruction which shall have been done to the said demised Premises in doing the several Acts aforesaid; and also excepting and reserving all Royalties and Franchises, and all Game, wild Fowl, and Fish, and all Privilege of hawking, hunting, fishing, coursing, shooting, and fowling on the said Premises, with free Liberty of Ingress and Regress to such Person or Persons as aforesaid and others by him or them authorized for the same, or for exercising the same [*here state any other Exceptions, if any*]; to have and to hold the said Lands and Premises hereby demised, with the Appurtenances, unto the said [Lessee] his Executors, Administrators, and Assigns, from the Day of last, for the Term of Years thence ensuing; yielding therefor during the said Term the yearly Rent of [*state the Rent, the Times and Mode of Payment, yearly, half-yearly, or otherwise*].

1. And the said [Lessee] doth hereby, for himself, his Heirs, Executors, Administrators, and Assigns, covenant with the said Lessors, that he the said Lessor, his Executors, Administrators, and Assigns, will during the said Term pay the Rent hereby reserved, in manner herein-before mentioned, without any Deduction whatsoever.

2. And that the said [Lessee], his Executors, Administrators, and Assigns, will, at the Expiration or other sooner Determination of the said Term, peaceably surrender and yield up the said Premises hereby demised, with the Appurtenances, together with all Buildings, Erections, and Fixtures now built or erected thereon, in good and substantial Repair and Condition in all respects, reasonable Wear and Tear and Damage by Fire only excepted, and free from all Arrears of Rates, Taxes, and Assessments which the Tenant or Lessee ought to pay.

*To be omitted
in Leases for
999 Years.*

3. That he the said [Lessee], his Executors, Administrators, and Assigns, shall not nor will at any Time hereafter during the Term hereby granted build or erect, or permit or suffer to continue built or erected, on the said Lands hereby demised, any Farmers Dwelling Houses, Labourers Houses, or other Messuages whatsoever, except such as he or they shall from Time to Time be expressly authorized to build or erect, or permit to be built or erected, by the Licence and Consent in Writing of the Person or Persons for the Time being entitled as aforesaid.

4. That the said [Lessee], his Executors or Administrators, or his Assigns, if any such there shall lawfully be, shall not nor will during the said Term underlet the said Premises or any of them unto any Person

Person or Persons whomsoever, nor assign or bequeath the said Lands unto more than One Person, without the Consent in Writing of the Person or Persons for the Time being entitled as aforesaid first had and obtained.

5. Provided always, and it is expressly agreed, That in case of the Breach of the Covenant last herein-before contained on the Part of the Lessee, his Executors, Administrators, or Assigns, or in case the Rent hereby reserved, or any Part thereof, shall be unpaid for the Space of Three Calendar Months next after any of the Days on which the same ought to have been paid, and formal Demand made thereof, then and in such Cases it shall be lawful for the Person or Persons for the Time being entitled as aforesaid, into and upon the said demised Premises, or any Part thereof in the Name of the whole, to re-enter, and the same to have again, repossess, and enjoy as of her and their Estate, discharged from this Lease.

6. Provided always, That notwithstanding anything herein contained it shall be lawful for the said [Lessee], his Executors or Administrators, or his Assigns, if any such there shall lawfully be, to bequeath the said Premises to any one Person charged with any Sum or Sums of Money for any other Person or Persons, and thereupon it shall be lawful for the said Person to whom the said Premises shall be so devised or bequeathed, his Executors or Administrators, or his Assigns, if any such there shall lawfully be, to sell or assign the said Premises for the Residue of the Term thereof to any one Person, for or towards defraying the Charges affecting the same.

In witness whereof the said Commissioners have herunto set their Common Seal, and the said [Lessee] hath herunto set his Hand and Seal.

There may be omitted at Pleasure.	{	Statement and Description of Buildings, if any, now existing on the said de- mised Premises.	}	[Here state and de- scribe the Buildings, if any.]
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[Common Seal of
the Commissioners.]

[Lessee's Name
and Seal.]

[Witnesses.]

Incumberd Estates Leases.

(Ireland.)

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B I L L.

To encourage and facilitate the granting
of Leases on Incumberd Estates in
Ireland.

(Prepared and brought in by
Mr. McClegh and Mr. Sharman Crawford)

*Ordered, by The House of Commons, to be Printed,
19 March 1851.*

109.

Under Q. 02.